

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Award No. 25184

Docket No. 44859

01-1-99-1-U-2106

The First Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers
(Union Pacific Railroad Company (former Chicago and
(Eastern Illinois Railroad Company)

STATEMENT OF CLAIM:

"Claim of Engineer E.M. Bryant for 260 miles deadhead separate and apart for September 08, 1997 and 130 miles deadhead separate and apart for September 09, 1997, account not notified to combine his deadhead with the service portion of his trip in accordance with Article VI of Arbitration Award No. 458 including Side Letter No. 4, Paragraph 11-A as well as Item No. 6 of System Agreement - Claims Handling Process effective June 01, 1996."

FINDINGS:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

I.

The Claimant, Engineer E. M. Bryant, was called to perform short turnaround service off the Guaranteed Extra Board on September 8, 1997, to deadhead at 9:30 A.M., from Salem, Illinois, to Kell, Illinois, a distance of 13 miles, to protect Train MSMLI-08. The Claimant began to perform service at Kell, Illinois, on this train at 10:10 A.M. He worked this train from Kell, Illinois, to Mt. Vernon, Illinois, and returned to Salem, Illinois, a distance of 37 miles, arriving back at Salem, Illinois, at 2:50 P.M. on September 8, 1997. The Claimant was then instructed to deadhead from Salem, Illinois, to St. Elmo, Illinois, a distance of 46 miles, arriving from the deadhead at 3:40 P.M. on September 8, 1997, to again perform service. At 3:40 P.M. on September 8, 1997, the Claimant began service on Train MPIHO-07, operating from St. Elmo, Illinois, back to Salem, Illinois, a distance of 28 miles.

The Claimant claimed he was not instructed at any time to combine any of the deadheads with the service portion of his trip. He claimed 130 miles deadhead for each deadhead associated with his trip. We shall sustain this claim because there is no evidence of record to refute the Claimant's contentions.

II.

At 10:20 P.M. on September 9, 1997, the Claimant was called from the Salem Engineers, Guaranteed Extra Board to deadhead from Salem, Illinois, to Findlay, Illinois, a distance of 92 miles, to protect Train AGFSH-09. He arrived at Findlay, Illinois, to begin service at 12:30 A.M. on September 10, 1997, commencing service on this train from Findlay, Illinois, back to Salem, Illinois, a distance of 67 miles, ending his trip at Salem at 5:15 A.M. The Claimant was then required to deadhead from Salem, Illinois, to Bush, Illinois, beginning this portion of his trip at 5:15 A.M. on September 10, 1997, to protect Train MTXSM-08; he arrived at Bush at 8:05 A.M. on September 10, 1997, beginning service, operating this train to Salem, Illinois, arriving at same at 10:20 A.M.

The Organization seeks 130 miles for each deadhead, contending the Claimant was never notified at any time to combine deadheading with the service portion of his trips. The Carrier has not met its burden of persuasion that the requisite notice of

combined service was given for the service in question. We shall sustain the claim for 130 miles which is the amount sought in this case for September 09, 1997.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 5th day of March, 2001.